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NOTES OF CASES.

Banks and Banking—Liability for Deposit Received after Banking Hours.—In *Farmers' Bank and Trust Co. v. Bashears*, 231 S. W. 10, the Supreme Court of Arkansas held that where it was the custom of employees of a bank to receive deposits after the usual banking hours to accommodate belated customers, the bank cannot escape liability for a deposit so received on account of the time of the deposit.

The court said in part: "The contention of appellant's counsel is that the court should have given a peremptory instruction for the reason that the undisputed evidence shows that the money was received by the bank's employees, if at all, after banking hours, when there was no officer to receive such deposit, and also the fact that the undisputed evidence shows that appellant waited an unreasonable length of time before he made objection to the statement sent to him omitting this deposit. We think the contention of counsel in both respects is unfounded. There is testimony tending to show that it was the custom of the employees of the bank to receive deposits in the bank after the usual banking hours for the purpose of accommodating belated customers. The testimony also warranted a submission of the issue as to whether or not the objection made by appellee to the statement of his account was within a reasonable time. The rule approved by this court in several cases was stated by the Supreme Court of the United States in *Leather Mfgs. v. Nat. Bank v. Morgan*, 117 U. S. 96, 29 L. Ed. 811, 6 Sup. Ct. Rep. 657, as follows:

"While no rule can be laid down that will cover every transaction between a bank and its depositor, it is sufficient to say that the latter's duty is discharged when he exercises such diligence as is required by the circumstances of the particular case, including the relations of the parties, and the established or known usages of banking business." *Citizens' Bank & Trust Co. v. Hinkle*, 126 Ark. 266, 189 S. W. 679; *Bank of Black Rock v. B. Johnson & Son Tie Co.*, 229 S. W. 1."

Bills and Notes—Words "as per Contract" as Affecting Negotiability of Promissory Note.—In *Strand Amusement Co. v. Fox*, 87 So. 332, the Supreme Court of Alabama, by a divided court, held that under Negotiable Instruments Law (Code 1907, sec. 4960), providing that an unqualified order or promise to pay is unconditional, though coupled with a statement of the transaction which gives rise to the instrument, a promissory note, being in the usual form, containing the usual phrase "value received, with interest," and usual clause waiving exemption, etc., is not rendered nonnegotiable by the insertion in the blank space opposite the word "No", in lower left-hand corner of note, of the words "as per contract," since to destroy negotiability the reference to a collateral contract must show that the obligation to pay is burdened with conditions of the contract, and statutory provisions are merely declaratory of common law.